

FEB 28 2018

**LEASE AGREEMENT
WATER STORAGE TANK
Grafton, MA**

**PLANNING BOARD
GRAFTON, MA**

THIS SITE LEASE AGREEMENT (this "Lease") is made and entered into as of this 16 day of December 2017 (the "Effective Date") and is by and between the **SOUTH GRAFTON WATER DISTRICT**, a Massachusetts water district, having a mailing address of 370 Providence Road, Grafton, Massachusetts 01560 (the "District"), and, T-Mobile Northeast, LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006 ("Lessee"). This Lease follows a Request for Proposals (the "RFP") issued by District and Lessee's Proposal submitted in response to the RFP dated May 15, 2017 ("Lessee's Proposal"). The RFP and Lessee's Proposal are hereby incorporated herein as terms of this Lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property.

The District owns that certain real property located at 29 Leland Hill Road in Grafton, Massachusetts, including a water storage tank on the property shown as Parcel 104A on Town of Grafton Assessor's Map 113, and described in a deed recorded at the Worcester District Registry of Deeds in Book 3412, Page 69 (the "Property").

2. Leased Premises.

The District hereby leases to Lessee, and Lessee hereby leases from the District (i) approximately 260 square feet of ground space as shown on the plan attached as Exhibit B and such surface area on the municipal water tank located on the Property (the "Water Tank") as shown on the plan attached as Exhibit B, and (ii) the nonexclusive right to install and maintain utility wires, poles, cables, conduits and pipes over, under or along a twenty (20) foot wide right-of-way extending from the nearest public right of way to said portion of the Property, as shown on the plan attached as Exhibit A (collectively, the "Leased Premises"). Lessee shall have such access to the Leased Premises as set forth in Section 9 herein.

3. Use/Equipment.

Lessee may use the Leased Premises for the installation, construction, operation, maintenance, repair, upgrades or replacement, at Lessee's sole expense, of a communications facility, including without limitation, the installation and operation of an antenna mounting structure(s), equipment shelter(s), utility lines, supporting structures and other associated improvements and equipment which are initially described on the attached Exhibit B (collectively, the "Equipment") for the transmission and reception of radio communication signals as licensed by the Federal Communications Commission (the "FCC") and for no other purpose (the "Use"). The stud weld process shall be the only welding allowed on the Water Tank.

Lessee further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services. Lessee shall conduct the Use in full compliance with all applicable legal requirements. The Equipment, fixtures, appurtenances and improvements installed, located placed or constructed by Lessee upon the Leased Premises shall remain the personal property of Lessee regardless of the manner or mode of attachment and may be removed by Lessee at its sole option at any time during the Term, any renewal term or after termination or expiration of this Lease or during the Removal Period, as hereinafter defined. The District hereby expressly waives any and all the District's liens or claims of such on said Equipment. Lessee shall pay all personal property taxes or other taxes owed with respect to the Equipment in accordance with Section 21 of this Lease.

4. Term.

(a) **Initial Term:** The initial term of this Lease shall be [REDACTED] years (the "Term") commencing upon the date Lessee obtains a building permit to install the Equipment (the "Commencement Date"), and including any extension of such Term. Lessee shall provide written notice of the Commencement Date to the District.

(b) **Extension Terms:** The Term may be extended by [REDACTED] terms of [REDACTED] years each, [REDACTED] ("Extension Terms").

5. Rent.

Beginning on the Commencement Date, Lessee shall pay the District in accordance with the schedule set forth in Exhibit C (the "Rent"). Rent shall be payable in monthly installments, the first payment to be pro-rated based on the Commencement Date. The initial payment for "Lease Year 1", as shown on Exhibit C, will be paid by Lessee to the District within thirty (30) days after the Commencement Date and, thereafter Lessee shall make monthly installment payments on the applicable Rent for the remainder of the Term.

6. Late Charge.

Lessee agrees that if any monthly installment of Rent or any other sum is not paid within ten (10) days following its due date, then a late charge shall be imposed in an amount equal to [REDACTED] of the unpaid monthly installment(s) or other sum.

7. Approvals.

The Lessee is responsible for obtaining all approvals required to install and maintain the Equipment for the term of the Lease. The District will cooperate with and authorize Lessee (at no cost to District) to apply for and obtain any approvals required for Lessee's Use. Lessee shall be responsible for any cost or expense associated with obtaining any Government Approval or permit associated with the Use..

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Lease on the date and year first written above.

**THE DISTRICT
SOUTH GRAFTON WATER DISTRICT**

By its Board of Water Commissioners

By: 

Name:

Title: Chair, as duly authorized by vote of
the Board of Water Commissioners on _____,
2017.

By: 

Name:

Title: _____, as duly authorized by
vote of the Board of Water
Commissioners on _____,
2017.

By: 

Name:

Title: _____, as duly authorized
by vote of the Board of Water
Commissioners on _____,
2017.

T-MOBILE NORTHEAST LLC

By: 

Name: Bob Vorlicek

Title: Senior/Area Director, Network
Engineering & Operations